



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 650-2022

CLOUD BASED DIGITAL PAYMENT SERVICE SOLUTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CLOUD BASED DIGITAL PAYMENT SERVICE SOLUTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 4, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B28.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Convenience Charge Rate for Credit Cards (Section C) in accordance with B11;
 - (b) Convenience Charge Rate for Debit Cards (Section D) in accordance with B12;
 - (c) Experience of Proponent and Subcontractors (Section E) in accordance with B13;
 - (d) Experience of Key Personnel Assigned to the Project (Section F), in accordance with B14;
 - (e) Project Understanding and Methodology (Section G) in accordance with B15;
 - (f) Project Schedule (Section H) in accordance with B16;
 - (g) Business Requirements (Section I) in accordance with B17;
 - (h) Technical Requirements (Section J) in accordance with B18; and
 - (i) Training, Maintenance and Technical Support (Section K) in accordance with B19.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed Solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B28.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.4.1 Notwithstanding C1.2.1 and C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10. INSTRUCTIONS

- B10.1 The Proponent should provide their Proposal responses according to the following rules:
- (a) The RFP response should be prepared in a clear and concise manner, using the table format where provided.
 - (b) Indicate which Solution alternative you are responding to, as per the instructions in Form N: Non-Mandatory Requirements.
 - (c) Do not refer in the answer to another question and do not refer to other documents.
 - (d) Include any additional information that you feel may be helpful, either following the tables, in separate sections of your response, or in an appendix at the end of the Proposal.
- B10.2 Proponents are expected to examine the entire RFP including all specifications, standard provisions, and instructions.
- B10.3 The Proponent must make it very clear where exceptions are taken to the specifications and how the Proponent will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the Proposal. If the Proponent does not make it clear that an exception is being taken, the City shall assume the Proponent is responding to and will meet the specification as written.

B11. CONVENIENCE CHARGE RATE FOR CREDIT CARDS (SECTION C)

- B11.1 Provide the proposed convenience charge rate for the Department's utility bill customers if they choose to make a payment with a credit card using the Solution.
- B11.2 Describe what credit cards are qualified to be used with your Solution.
- B11.3 Describe what credit cards are not qualified to be used with your Solution.
- B11.4 Indicate if the rate is one rate for all qualified credit cards or if the rate varies. Provide detailed specifics if the rate varies.
- B11.5 Describe the maximum threshold payment that can be made by a customer.
- (a) Describe if the threshold is based on a single transaction or the summation of payments made by the customer in a given day or other period of time.
 - (b) Describe if the threshold can be applied based on configurable business rules or customer chosen service options. e.g. auto-pay versus customer initiated payment.
 - (c) Describe if the thresholds can easily be changed without significant effort or cost to the Department.
- B11.6 Describe other applicable rate options available. e.g. flat rate, tiered rate, etc.

B12. CONVENIENCE CHARGE RATE FOR DEBIT CARDS (SECTION D)

- B12.1 Provide the proposed convenience charge rate for the Department's utility bill customers if they choose to make a payment with a debit card using the Solution.
- B12.2 Describe what debit cards are qualified to be used with your Solution.
- B12.3 Describe what debit cards are not qualified to be used with your Solution.
- B12.4 Indicate if the rate is one rate for all qualified debit cards or if the rate varies. Provide detailed specifics if the rate varies.
- B12.5 Describe the maximum threshold payment that can be made by a customer.
- (a) Describe if the threshold is based on a single transaction or the summation of payments made by the customer in a given day or other period of time.
 - (b) Describe if the threshold can be applied based on configurable business rules or customer chosen service options. e.g. auto-pay versus customer initiated payment.
 - (c) Describe if the thresholds can easily be changed without significant effort or cost to the Department.
- B12.6 Describe other applicable rate options available. e.g. flat rate, tiered rate, etc.

B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION E)

- B13.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing analysis, planning, process design, solution architecture, implementation, change management, management of the project, and contract administration services on up to three projects of similar complexity, scope and value executed with other water, wastewater, solid waste and hydro utilities over the past five (5) years.
- B13.2 For each project listed in B13.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (d) project owner;
 - (e) reference information (one current name with telephone number and email per project); and
 - (f) legacy systems replaced, current systems integrated to, business objective and lessons learned.
- B13.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B13.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors. Please include how many utility customers in Canada are currently using the Solution.

B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)

- B14.1 Describe your approach to overall team formation and coordination of team members.
- B14.1.1 Include an organizational chart for the Project.
- B14.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the

Contractors Representative, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.1.1.

- B14.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project owner; and
 - (d) Reference information (one current name with telephone number and email address per project).

B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION G)

- B15.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. The Proposal should also include change management, training and data migration and conversion methodologies. Provide the alignment to applicable suggestions of the proposed approach, scope and deliverables based on the Proponent's knowledge and experience with other utilities.
- B15.2 Methodology should be presented in accordance with the Scope of Services identified in D3. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B15.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) scope of configurations and specifications needed to fulfill the future state;
 - (c) details for a web-based test environment that mirrors production throughout the life of the contract for testing and training; and
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B15.4 For each person identified in B14.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D3.

B16. PROJECT SCHEDULE (SECTION H)

- B16.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B16.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B16.3 The Proponent's schedule should include a work plan, work breakdown structure, a tabulated schedule, identification of all major deliverables, test strategy and milestones to carry out the project execution plan.

B17. BUSINESS REQUIREMENTS (SECTION I)

- B17.1 The Proponent should submit Form N: Non-Mandatory Requirements. The Proponent should provide responses to each requirement listed on Form N: Non-Mandatory Requirements.

- B17.2 Describe how the Solution manages the entire process from the creation of the request, through all customer interactions and ending with the reporting and processing of the fund's disbursement.
- B17.3 Describe the Solution's available payment service channels and available tendering types including digital wallets offered in Canada.
- B17.3.1 Identify the service payment channels that are deemed applicable to D3.
- B17.3.2 Identify service payment channels that would provide value added services.
- B17.4 Provide additional details for the following services, if available and not limited to:
- (a) Payments via SMS text messaging:
 - (i) Customers have an option to choose a payment amount instead of the amount due; and
 - (ii) Support for English and French.
 - (b) Agent Assisted Payments:
 - (i) The telephony service is isolated from the Customer Service Representative when customer provides payment information;
 - (ii) Describe the data points and method of for authenticating customers;
 - (iii) Describe integration options with Customer Contact systems available including Pure Connect – Genesys; and
 - (iv) Support for English and French.
 - (c) IVR Payments using EFT in Canada:
 - (i) The IVR service is owned or outsourced to a third party service;
 - (ii) The service allows for customers to be connected directly with a designated customer service center;
 - (iii) The ability to link customer account data and payment data with an Automatic Number Identification service;
 - (iv) TTD/TTY phone device support for the hearing impaired; and
 - (v) Support for English and French.

B18. TECHNICAL REQUIREMENTS (SECTION J)

B18.1 Technical Architecture

- B18.1.1 Describe the overall architecture of your proposed Solution. Include any relevant models / diagrams and descriptions necessary to convey the following architectural perspectives of your Solution (Business, Data, Network, Application, Technology and System).
- (a) **Business architecture:** Describe how your Solution is designed to meet the specific business functions and processes envisioned for the Water and Waste Department (WWD) per section D3.
 - (b) **Data architecture:** Describe how information is organized, secured, and managed within your Solution. Include a description of the key data entities relevant to the business scope of your Solution and how these entities are managed over the long term of the Solution. Include any references to data / information that is persisted and managed internal to your Solution and/or linked to any external systems.
 - (c) **Network architecture:** Describe how your Solution is designed to meet the following:
 - (i) Data stored and transmitted within the Solution shall be encrypted both at rest and in-transit.
 - (ii) Data stored should not be co-mingled with data from other clients.
 - (iii) Network traffic segregation.

- (iv) Cryptographic algorithms and methods should align with the current approved NIST cryptography standards.
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-175B.pdf>
- (d) **Application architecture:** Describe the discrete modules and components of your Solution, and how they relate to the required integrations of the Solution. Include a description of the underlying technology and industry standards on which your Solution integrations are based. Within your description, include any and all third-party applications / components delivered within your core Solution and/or external components on which your Solution is dependent. Also describe the following:
 - (i) Experience integrating with Oracle Customer Care and Billing OTP Inbound Web Services to update a customer's account with a payment transaction in real time. Experience integrating using embedding components (e.g. IFrame) using REST web services.
 - (ii) How payments for services not being integrated directly with a City or Department hosted application would provide a secure data hand-off to the Proponent's payment service Solution and back to the City or Department.
 - (iii) Additional hardware or software the Department required outside of the proposed Solution.
 - (iv) The supported browsers for your Solution.
 - (v) Describe other customer information system integration experiences.
- (e) **System architecture:** Describe the "typical" deployment configuration(s) and network topology used to host your Solution, and your recommendation for the WWD in this Proposal. Include any relevant network components (firewalls, zones, etc.) and/or enterprise systems (Directory Server, Mail Server, etc.) as applicable.

B18.2 System Management

- B18.2.1 Describe the system management activities and processes required to operate and maintain the vitality of your proposed Solution over time.
- (a) **Access:** The Solution should provide the ability to define and control user access to functions and datasets through combination of role-based and group based authorization controls. Describe the features and capabilities used to control access (granted/denied) and user profile and session management and should explain:
 - (i) Password policies;
 - (ii) Removal of network resources no longer required;
 - (iii) Access termination and revocation processes;
 - (iv) Administrative access control limits;
 - (v) Segregation of administrative and core business functions/workflows;
 - (vi) Provide a separate role that provides access for audit functions; and
 - (vii) How identity and access management pre-requisites and/or obligations required by the City of Winnipeg can be accommodated.
 - (b) **Backup & Recovery:** The Solution should include a recommended backup and recovery approach and processes. Describe data redundancy, replication and geographic location of data centers.
 - (c) **Upgrades:** Describe your upgrade process and indicate the level of impact to Solutions operations.
 - (d) **Reporting:** Provide an overview of the services reporting capabilities and a description of the following:
 - (i) Data reporting tools that come with your Solution;
 - (ii) Schedule data reporting for daily, weekly, monthly, annual or custom time frames;
 - (iii) On-demand reporting;

- (iv) Preconfigured reports that come with your Solution such as financial summary, deposits and report totals with one-click access to transactions and revenue totals;
 - (v) How custom reports can be created and configured;
 - (vi) How on-screen reports are viewed and exported;
 - (vii) How automated report scheduling can be setup;
 - (viii) What formats can be used for exporting a report; and
 - (ix) Access to reports is based on user's security role.
- (e) **Data Archiving/Purging:** Provide a description of the following:
- (i) Data archiving capabilities;
 - (ii) Data purging capabilities;
 - (iii) Default data retention period (minimum of six (6) years); and
 - (iv) Procedures detailing the data archiving and purging processes.
- (f) **Availability:** Describe the expected availability of your Solution (expected 24X7 availability).

B18.3 Performance

B18.3.1 Describe the expected performance of your Solution for common functional activities. Performance metrics shall be relative to normal operating conditions.

- (a) Provide average response times expected for a customer, from initiation to completion, of a typical payment transaction using a web based portal, mobile application and other digital communications for:
 - (i) Registered Customer; and
 - (ii) Non-registered Customer.
- (b) Describe performance expectations for standard report generation (standard, pre-defined reports).
- (c) Describe the best practice processes and procedures for quality control, information correction, audit and business continuity.

B18.4 Support and Maintenance

B18.4.1 Describe the support and maintenance services offered with your Solution.

- (a) **Support and Maintenance Services Post-Implementation:** Describe the support and maintenance services post-implementation including Service Level Agreements (SLA) including:
 - (i) The support channels by a customer and by a Department staff member.
 - (ii) Delineation between tasks for which the Department will be responsible vs. those that your support services will provide. Include any additional information regarding support that may be of interest to the Department.
 - (iii) The hours of availability and prioritization.
 - (iv) Break out acknowledgement of support incidents, support requests, bugs and enhancements.
 - (v) The expected and average support response times for customers and Department staff.
 - (vi) How your support services targets are measured; the metrics captured and the frequency of their reporting.
- (b) **Business and/or Technical Support:** Describe the types of business and/or technical support typically offered to your customers. Include any limitations, restrictions, or constraints for accessing your support services and the account management process for expanding services.

- (c) **Incident Management:** Describe your customer facing and internal processes for managing incidents, including issue classification and escalation approach.
- (d) **Change Management:** Describe the approach to operational planning and change control including:
 - (i) Expansion of a client services.
 - (ii) Changes in service demand.
 - (iii) Providing a roadmap and plan of future Solution releases, new service offerings and deprecation of existing services.
 - (iv) Maintenance windows of time for applying service upgrades.

B18.5 Data Migration

B18.5.1 In accordance with Section D3, describe, if any, data migrations would be required to support the work in scope. If there are anticipated data migrations, indicate what data elements would be required to support the SaaS Solution.

B18.6 Usability and Design

B18.6.1 Describe how your Solution is designed to be user-friendly and intuitive. Include a robust description of the global design features within the Solution that assist and guide the user through an aesthetically appealing experience when performing routine tasks. The Proponent should address the following:

- (a) **Understandability:** The Solution should demonstrate the following characteristics: Descriptions and demonstrations are available to Solution users. Guides and context sensitive messages are displayed to Solution users.
- (b) **Learnability:** The Solution should demonstrate the following characteristics: Functions can be absorbed quickly. Functions and flows within the Solution are intuitive and require actions that are discreetly defined and apparent.
- (c) **Operability:** The Solution should demonstrate the following characteristics: There is consistency across functions and screens. Common data elements can be selected rather than entered. Colour coding and conditional formatting is used to indicate status/state of a system artifact or data element. Icons and images are used, where beneficial to the user experience. Data visualization techniques are applied, to facilitate understanding of presented data. Navigation through the Solution functions is clear and can be effectively done without a mouse when applicable. Self-explanatory messages that clearly indicate resolutions are present where appropriate. The ability to undo actions is provided where appropriate.
- (d) **Attractiveness:** The Solution should demonstrate the following characteristics: Screen layouts are aesthetically pleasing. Styles, colors and fonts are used consistency throughout the application. The application has a modern look and feel when using Solution functions.

B18.6.2 City of Winnipeg's Design System: <https://winnipeg.ca/designsystem/>. Describe the elements your Solutions restricts or does not support from these standards.

B18.6.3 Describe how the Solution conforms or does not conform to Level AA Web Content Accessibility Guidelines (WCAG 2) <https://www.w3.org/WAI/WCAG2AA-Conformance>.

B18.7 Scalability

B18.7.1 Describe the capability of your Solution to scale to accommodate increased user demands, peak load times, and other high-volume usage scenarios. Describe the capability of your Solution to scale to accommodate future enhancements. Proposals should include the following information on the scalability of the Solution:

- (a) Is this scalability automatic or is there a required lead time to scale to meet expected performance increases?
- (b) Is performance benchmarking testing regularly done?

B18.8 Security

- B18.8.1** Describe how your Solution meets the following security requirements:
- (a) Describe the authentication methods used to ensure there is no unauthorized access to the product.
 - (b) Describe if your Solution can support single sign-on for Department staff to access the administration portal and/or options to support this ability.
 - (c) Describe your approach to patch and vulnerability management. Include if the patching services are zero downtime or the maximum period of time for planned service disruptions.
 - (d) Describe how the Department would be notified of any vulnerability in your product.
 - (e) Describe how your product protects customer data such as authentication credentials.
 - (f) Describe your security incident management process.
 - (g) Describe what options are available with your Solution to protect/mitigate against ransomware attacks.
 - (h) Describe the data residency for Canadian customers using your SaaS Solution.
 - (i) Describe your historical average time between identifying or becoming aware of vulnerabilities and deploying a patch for the vulnerability.
 - (j) Describe when a threat and risk assessment was last completed and if there are any outstanding or unresolved vulnerabilities.
 - (k) Describe the periodicity of threat and risk assessments.
 - (l) Describe your practices related to information breaches.

B18.9 Privacy

- B18.9.1** Identify the information handling policies, processes and procedures that are in place to support Solution implementation and operation and specifically include:
- (a) What information is collected;
 - (b) Information classification; and
 - (c) Information handling practices (e.g., labeling and technical access controls).
- B18.9.2** Describe what types of logs are kept by the Solution that records user activity, including that of administrators, and which of the following details for each of the logs:
- (a) The ID, role, and organization of the accessing user;
 - (b) The function performed by the accessing user (i.e., record is created, read/accessed, updated/changed, or deleted);
 - (c) Details of updates/changes to or deletions of a record's metadata in performance of a service administrator task;
 - (d) The date/time stamp of the action; and
 - (e) Others.
- B18.9.3** Describe if your Solution provides customizable confidentiality notices and if so upon what actions will they be displayed. e.g., at time of login, while working in the service, etc.

B19. TRAINING, MAINTENANCE AND TECHNICAL SUPPORT (SECTION K)

- B19.1** Proposals should include a description of:
- (a) Onboarding the Department to introduce the platform, subscription details, communication structure between the client and Proponent, and how to initiated changes to the Solution implemented.

- (b) Your firm's approach to training City staff on configuration, using the Solution and online training portals, user groups, online user communities and user generated content.
- (c) Your firm's approach to providing technical support for the service or programming/configuration inquiries. Information should include hours of availability and response time. Your firm's approach to providing service Solution upgrades.

B20. DISCLOSURE

B20.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B20.2 The Persons are:

- (a) Kubra (Provided initial service summary and product demo).
- (b) Paymentus Corporation (Provided initial service summary and product demo).
- (c) Moneris (Provided initial service summary and online reference to API documentation).

B21. CONFLICT OF INTEREST AND GOOD FAITH

B21.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B21.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B21.3 In connection with its Proposal, each entity identified in B21.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B21.4 Without limiting B21.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B21.5 Without limiting B21.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B21.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B21.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B22. QUALIFICATION

- B22.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business;
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B22.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B22.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B22.4).
- B22.4 Further to B22.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at

<http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

- B22.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B23. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B23.1 Proposals will not be opened publicly.
- B23.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B23.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B23.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B23.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B24. IRREVOCABLE OFFER

- B24.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B24.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B25. WITHDRAWAL OF OFFERS

- B25.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B26. INTERVIEWS/DEMONSTRATION

- B26.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B26.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in B16. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B26.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B27. NEGOTIATIONS

- B27.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

- B27.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B27.3 If, in the course of negotiations pursuant to B27.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B28. EVALUATION OF PROPOSALS

- B28.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B22: | (pass/fail) |
| (c) Total Bid Price; | 10% |
| (d) Convenience Charge Rate for Credit Cards; (Section C) | 20% |
| (e) Convenience Charge Rate for Debit Cards; (Section D) | 20% |
| (f) Experience of Proponent and Subcontractor; (Section E) | 5% |
| (g) Experience of Key Personnel Assigned to the Project; (Section F) | 5% |
| (h) Project Understanding and Methodology; (Section G) | 2.5% |
| (i) Project Schedule; (Section H) | 2.5% |
| (j) Business Requirements; (Section I) | 15% |
| (k) Technical Requirements; (Section J) | 15% |
| (l) Training, Maintenance and Technical Support. (Section K) | 5% |
- B28.2 Further to B28.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B28.3 Further to B28.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B28.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B28.1(a) and B28.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B28.5 Further to B28.1(c), the Total Bid Price shall be the sum of prices for item no. 1 to 6 provided on Form B: Prices.
- B28.5.1 Further to B28.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B28.6 Further to B28.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.4.
- B28.7 Further to B28.1(d), Convenience Charge Rate for Credit Cards will be evaluated considering the information requested and submitted in accordance with B11.

- B28.8 Further to B28.1(e), Convenience Charge Rate for Debit Cards will be evaluated considering the information requested and submitted in accordance with B12.
- B28.9 Further to B28.1(f), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B13.
- B28.10 Further to B28.1(g), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B14.
- B28.11 Further to B28.1(h), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B15.
- B28.12 Further to B28.1(i), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B28.13 Further to B28.1(j), Business Requirements will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B17.
- B28.14 Further to B28.1(k), Technical Requirements will be evaluated considering the Proponent's ability to comply with the technical requirements of the Project, in accordance with B18.
- B28.15 Further to B28.1(l), Training, Maintenance and Technical Support will be evaluated considering the information requested and submitted in accordance with B19.
- B28.16 Notwithstanding B28.1(d) to B28.1(l), where Proponents fail to provide a response to B7.2(a) to B7.2(i), the score of zero may be assigned to the incomplete part of the response.
- B28.17 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B26.
- B28.18 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B28.19 This Contract will be awarded for item no. 1 to 3 (Development/ Implementation Services Cost, Annual Subscription, Annual Support Fees).
- (a) Further to B28.5, D3.1, and D3.2, the Total Bid Price will be used for evaluation purposes, and the potential subsequent award for item no. 4 to 6 will be determined at a later date.
- B28.20 This Contract will be awarded as a whole.

B29. AWARD OF CONTRACT

- B29.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B29.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B29.2.1 Without limiting the generality of B29.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B29.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B29.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B29.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B29.8 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B29.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 Winnipeg lies at the geographic centre of Canada and North America with a land area of 47,500 hectares. Winnipeg is the capital city of Manitoba, a resource-rich province of 1.3 million people bordered by Ontario to the east, Saskatchewan to the west, and North Dakota and Minnesota to the south. The city is just 100 km (62 miles) from the United States border. Winnipeg is easily accessible from the east and west via the Trans Canada Highway.

The City of Winnipeg is the municipal government that serves the diverse community of approximately 750,000 people. The Water and Waste Department services over 240,000 customers for water, wastewater, solid waste and other related services. The Department uses Oracle Customer Care and Billing which served 972,734 bills in 2021 with approximately 30% of customers receiving their bills using the Department's customer self-service portal called MyUtility.

Some of the Department's current payment options include, but not limited to; mail remittance, cashier counters, preauthorized debit, online banking, other electronic fund transfers, independent Payment Service Providers listing City of Winnipeg Utility as the payee.

The only payment service fees paid by customers are those using credit cards with non-contracted independent payment service providers that list the City of Winnipeg Utility as the payee. The City of Winnipeg's current collector bank is Royal Bank of Canada.

The Water and Waste Department (WWD) has identified the need for offering digital contactless (a.k.a. 'card not present') payment services to customers billed for utility based services provided by the Department; where the convenience fees of these services are chargeable to the customer in accordance to the Canadian payment card network operator rules and eligibility.

While this engagement is focused on WWD (Utility), this Solution could be expanded in the future to include other department payment services within the City of Winnipeg.

D2.2 Program Sponsor and Ownership

The project is sponsored by the Department's Innovation and Technology (IT) Division Manager and the Department's Division Manager of Finance. The contract's commitments shall be vetted and authorized by the Enterprise Systems Coordinator whom is the lead Contract Administrator of this RFP.

The Enterprise Systems Coordinator is the Head of the Department's Enterprise System Branch of the Water and Waste Department and is responsible for and is the owner of the programs and solutions supporting utility billing. The Finance Division, Customer Accounts Branch, Assistant Controller is responsible for utility billing and the owner of the systems and work processes for billing of customers and payment collections.

The Director is the Department's executive leader. Each Division is led by a Manager. Each Division is organized further into Branches that are led by Branch Heads or Coordinators. Branches may be segmented further into additional business units/teams led by Supervisors.

D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of:

- (a) Provision of SaaS based payment service Solution that will expand contactless payment service options for the Department's various Utility billable services while providing the Department's customers Canadian payment credit/debit card processing services qualifying for convenience fees in accordance the Canadian payment card network operators rules and eligibility.
 - (i) The Solution shall have a wide variety of digital online payment channels and tender types that will provide enhanced options with a emphasis on quick and convenient experiences for the Department's Utility customers; with the intent to implement and integrate the chosen Proponent's service and channels with the Department's CIS solution to achieve real-time customer account updates, expand the Department's customer self-service MyUtility solution for payment capabilities, and provide enhanced features such as but not limited to; guest check in and out, easy payment and auto-pay payment options.
- (b) The subscription and support will be for the period of five (5) years from the Start Date of the initial service implementation, with the option of three (3) mutually agreed upon five (5) year extensions.

D3.1.1 The City may negotiate the extension option with the Proponent within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on the anniversary of the respective five (5) year period. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

- (a) Provision of SaaS solution as described in D3.1;
- (b) Develop required integrations between the Department's CCB one-time payment web services and MyUtility self-service portal and the Proponent's Solution;
- (c) Develop and/or configure customer guest check in and out, easy payment and auto-pay services with the Proponent's Solution;
- (d) Develop the Solution configuration design, data model and integration specifications, and an implementation plan including change management recommendations;
- (e) Provide Solution documentation and deliver staff end-user training;
- (f) Develop a report for future payment channels and/or features for enhancement and expansion of services that will bring added value to the department and convenience for its customers; and
- (g) Develop implementation and exit strategies at the beginning and end of the Contract for the Solution.

D3.3 **The following items are out of scope of the Department's initiative:**

- (a) Point of Sale (POS) device hardware and software and associated payment services.

D3.4 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2022.

D3.4.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days

written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D3.5 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3.6 The funds available for this Contract are \$100,000.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“Automatic Payment”** or **“auto-pay”** means the customer is enrolling for automatic payment, which authorizes the remainder of their account balance to be drafted from their bank account or charged to their credit/debit card on or after the due date.
- (b) **“CCB”** means the Department’s customer information system product; specifically Oracle Utilities Customer Care and Billing solution.
- (c) **“CIS”** refers Customer Information System.

- (d) **“Confidential Information”** means all information and/or materials, and any copies thereof, which the Contractor (and/or its Representatives) acquires or Uses, or to which it is given access, during the course of the performance of the Work and/or Contract, regardless of the source, format, or medium of said information and/or materials, and includes Personal Information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representatives, or a third party.
- (e) **“Department”** refers to the Water and Waste Department.
- (f) **“MyUtility”** means the Department’s customer self service portal.
- (g) **“Omni-Channel”** refers to different methods of payment delivery options available to consumers.
- (h) **“OTP”** refers to Oracle’s One Time Payment.
- (i) **“Proponent”** means any Person or Persons submitting a Proposal for Services.
- (j) **“SaaS”** means Software as a Service.
- (k) **“Solution”** or **“Service”** means the Proponents “Software as a Service solution” provided by the Contractor pursuant to this Contract. For the avoidance of doubt, the term Work, as used in this Contract, includes the provision of the Solution, but is not limited to the provision of the Solution, and also includes the additional scopes of Work (configuring, testing implementing and providing support) as detailed pursuant to D3.
- (l) **“Start Date”** means the date on which the parties agree to commence the Work.
- (m) **“Utility”** means the City of Winnipeg Water and Waste Department that provides utility-based services to customers of the City of Winnipeg.
- (n) **“WWD”** refers to the Water and Waste Department.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrators are:

Greg Lyon
Enterprise Systems Coordinator
Telephone No. 204-986-7548
Email Address: GLyon@winnipeg.ca

And

Olga Gorelkina
Project Manager
Telephone No. 204-986-5497
Email Address: OGorelkina@winnipeg.ca

And

Travis Herntier
Manager of Water and Waste Innovation and Technology
Telephone No. 204-986-3149
Email Address: THerntier@winnipeg.ca

D7. INFORMATION MANAGEMENT

The following provisions are in addition to any preceding obligations of confidentiality contained in these conditions.

D7.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”, the “Act”) imposes obligations on the City to collect, store, use, disclose, and destroy

- “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with that Act.
- D7.2 For the purposes of D7, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D7.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D7.4 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, “Use”), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D7.5 Further to D7, all Confidential Information (meaning any and all information concerning the City, the Project, and the Services, that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including “Personal Information” as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), is and shall remain the property of the City. For clarity, this section does not speak to ownership of Information which may be disclosed to the Contractor or its Representative pertaining to a City employee directly by such City employee in the course of that employee’s use of the Services in a personal capacity. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D7.6 Further to D7, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D7.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City) and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D7.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D7.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D7.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D7.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D7.12 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract, and in compliance with any additional requirements imposed by FIPPA or the Manitoba Personal Health Information Act (“PHIA”) and any other applicable legislation.

D8. NOTICES

- D8.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D8.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No. 204-947-9155

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) Insurance is applicable for the Work done on-site; and
 - (d) Professional liability insurance in an amount not less than \$500,000 per claim and \$1,000,000 in the aggregate. Such policy shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D10.7 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the insurance specified in D10;
 - (iii) the Subcontractor list specified in D11; and
 - (iv) the direct deposit application form specified in D16.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D3, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
 - The City of Winnipeg
 - Corporate Finance - Accounts Payable
 - 4th Floor, Administration Building, 510 Main Street
 - Winnipeg MB R3B 1B9
 - Facsimile No.: 204- 949-0864
 - Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
 - Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

- D16.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D17. PAYMENT SCHEDULE

- D17.1 Payment Schedule (Progress Payments)
- (a) The Proponent should provide in their project proposal a payment schedule that clearly states payment amounts and conditions associated to specific project milestones. The conditions of the milestones must be clear and precise, i.e. evaluate that a project milestone is reached and all deliverables associated to that milestone have been produced to the satisfaction of the City, prior to issuing payments.
- D17.2 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

- D18.1 Notwithstanding C13, the warranty is applicable for a period of five (5) years in accordance with D3.1.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

- D19.1 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted".
- D19.2 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D19.3 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head; and
 - (iii) Department Head.
- D19.3.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D19.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.3.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.3.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.3.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D21. FOR THE PURPOSES OF D20:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D22. MODIFIED INSURANCE REQUIREMENTS

- D22.1.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D22.1.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D22.1.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D22.1.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D22.1.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D23. INDEMNIFICATION BY CONTRACTOR

- D23.1.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided for required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D23.1.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D24. RECORDS RETENTION AND AUDITS

- D24.1.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D24.1.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.1.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information

and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25. OTHER OBLIGATIONS

- D25.1.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D25.1.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D25.1.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D25.1.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D25.1.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D25.1.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide a Cloud Based Digital Payment Service Solution in accordance with the requirements hereinafter specified.
- E2.2 All items and Work (including Professional Services and Hosting Services) required for the complete functioning of the Solution for the development period, and for the period of the agreement following launch of the Solution; including but not limited to the cost of all annual subscriptions, annuals support fees, hourly time and material rater for future changes to existing/new services and or integration.

E3. TECHNICAL SPECIFICATIONS

- E3.1 The following specifications require supporting documentation and can be included with the submission as an appendix.

No.	Requirement Description	Requirement Category
1	The SaaS service shall support industry standard cryptographic mechanisms (e.g., TLS, IPSEC, etc.) used to prevent unauthorized access and ensure the integrity and confidentiality of information passed between application components and external.	Information Security
2	The SaaS service shall enforce City of Winnipeg encryption mechanisms are used to store and transmit credentials.	Information Security
3	The SaaS service shall support industry standard cryptographic mechanisms to protect stored information against theft, loss, unauthorized use, disclosure, copying, modification or destruction.	Information Security
4	The contractor of the SaaS service shall minimally have a quarterly cycle update process for the Service's software to address known and critical security vulnerabilities.	Information Security
5	The SaaS service's hosted system services, information security controls leveraged by the system shall be certified through a SSAE16 / SOC2 audit or similar methodology.	Information Security
6	The SaaS service shall have customizable role-based access control (RBAC) where users are assigned one	Information Security

	or more roles and the Service manages access to functions and information based on those roles.	
7	For externally hosted services, the City of Winnipeg shall maintain ownership of its data.	Technology
8	For the SaaS service, the System shall be located at a secure and geographically / politically stable location.	Technology
9	The City of Winnipeg's data shall be encrypted while in transport. Data may be encrypted at rest if designated sensitive.	Technology
10	For the SaaS service, contractor shall disclose all secondary use of Service data (anonymized or otherwise) and rationale for this use.	Technology
11	The SaaS service supports either the integrated management of records or the export of records for management within an external system.	Records Management
12	The SaaS service supports the search of all records.	Records Management
13	The Contractor shall comply with the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) and all mandatory requirement for consent for enrollment processes that collect private information (e.g. features such as auto-pay) There is no requirement for a customer to also confirm via email or letter.	Privacy
14	The Contractor's SaaS service shall comply with the current Payment Card Industry Data Security Standard (PCI-DSS). The Contractor accepts all responsibility for auditing and does not defer/transfer/expand responsibility to the City of Winnipeg.	Privacy
15	The Contractor has technical and administrative safeguards in place to prevent unauthorized access, use or alteration of City of Winnipeg data by the Contractor, its subcontractors, subsidiaries, service providers, agents and employees or any third party.	Privacy
16	The SaaS service or Contractor shall send prompt notification (within 24 hours of discovery) to the City of Winnipeg in the event of any unauthorized access to the Solution or any breach of City of Winnipeg data.	Privacy
17	The SaaS service or Contractor shall not and will not use City of Winnipeg data, including personal information, for any purpose other than that which it was contracted to perform.	Privacy
18	The host infrastructure, SaaS service components, and SaaS service data shall reside entirely within Canada.	Privacy
19	The contractor shall ensure all City of Winnipeg information and data, collected and disposed, remain within Canada.	Privacy

20	<p>The SaaS service shall create secure and tamper proof audit logs that record all user activity within the Solution, including that of administrators. At minimum audit logs shall include:</p> <ul style="list-style-type: none"> - the ID, role, and organization of the accessing user; - the function performed by the accessing user (i.e., record is created, read/accessed, updated/changed, or deleted); - details of updates/changes to or deletions of a record's metadata in performance of a system administrator task; and - the date/time stamp of the action. 	Privacy
21	<p>The Contractor agrees to City's Information Manager Agreement terms or their terms of service satisfy FIPPA/PHIA's Information Manager Agreement provisions.</p> <p>http://citynet/clerks/privacy/pdfs/1.4-APO-Guidance-on-Information-Manager-Agreement.pdf</p>	Privacy
22	<p>The Contractor shall provide a cloud-based platform SaaS service that supports multiple payment channels and multiple payment tenders.</p>	Payment Processing
23	<p>The Contractor shall have proven experience integrating with a Customer Information Systems (CIS).</p> <p>The Department uses Oracle Customer Care and Billing (CCB) (current version 2.6.0.1) and Oracle's One Time Payment (OTP) webservice, and a custom self-service portal called MyUtility.</p>	Integrations
24	<p>The Contractor's SaaS service shall allow transaction costs to be passed to the consumer in the form of a convenience fee (a.k.a. service fee for Canadian VISA transactions) for the Department's utility payments.</p>	Fees
25	<p>The pricing shall clearly outline the potential cost to the customer if the customer pays the credit card fees i.e. Transaction fees (if applicable) and rate charged per dollar being paid.</p>	Fees

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. **(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP Check indicates “CLEAR” and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate “CLEAR” and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
- (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.